



01-14-046

Image

PATENT
030575

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner: :
In re application of : CUTTING GUIDE
Diggle et al. :
Serial No.: 10/728,143 :
Filing Date: December 4, 2003 :

TRANSMITTAL LETTER FOR 37 C.F.R. § 3.73(b)
STATEMENT AND POWER OF ATTORNEY

Pittsburgh, Pennsylvania 15222

January 13, 2004

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Enclosed please find a 37 C.F.R. § 3.73(b) Statement and Power of Attorney
(the "Statement") for the above-identified application (the "subject application"). The
Statement has been executed by an Officer of the Assignee of the entire right, title

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I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post
Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the
Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450.

and interest in the subject application as evidenced by the copy of the assignment attached thereto.

Respectfully submitted,



Jonathan C. Parks
Registration No. 40,120

Attorney for Applicants

KIRKPATRICK & LOCKHART LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, Pennsylvania 15222-2312

Telephone: (412) 355-6288
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
37 C.F.R. § 3.73(b) Statement

Applicants : Diggle et al.

For: CUTTING GUIDE

Serial No.: 10/728,143

Filed: December 4, 2003

BellSouth Intellectual Property Corporation (a Delaware corporation) is the assignee of the entire right, title and interest in the patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the **patent application** identified above. The assignment was recorded in the United States Patent and Trademark Office on _____ at
Reel _____, Frame _____ or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From _____ To: _____

The document was recorded in the United States Patent and Trademark Office on _____ at
Reel _____, Frame _____, or for which a copy thereof is attached.

- ☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Power Of Attorney

Effective as of March 4, 2002, BellSouth Intellectual Property Corporation hereby revokes all previous powers of attorney, if any, and appoints the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Tim S. Bedard,
Roberto Capriotti
George D. Dickos,
Thomas J. Edgington,
Christine R. Ethridge,
Kami Lammon-Hilinski
Jesse A. Hirshman,
Mark G. Knedeisen,
William E. Kuss,
James R. Kyper,
Michael D. Lazzara,
Mark R. Leslie,

Reg. No. 53,978
Reg. No. 46,599
Reg. No. 30,048
Reg. No. 34,324
Reg. No. 30,557
Reg. No. 51,913
Reg. No. 40,016
Reg. No. 42,747
Reg. No. 41,919
Reg. No. 27,346
Reg. No. 41,142
Reg. No. 36,360

Daniel R. Miller,
Franklin B. Molin,
Robert A. Muha,
Mark A. Nuzzo,
Jonathan C. Parks,
Bernard G. Pike
Robert V. Racunas, Jr.
David Schramm
Craig M. Waller,
Robert D. Yeager
M. Todd Mitchem
Geoff Sutcliffe

Reg. No. 52,030
Reg. No. 37,397
Reg. No. 44,249
Reg. No. 53,396
Reg. No. 40,120
Reg. No. 46,993
Reg. No. 43,027
Reg. No. 41,295
Reg. No. 54,771
Reg. No. 25,047
Reg. No. 40,731
Reg. No. 36,348

Please Direct All Correspondence to: Jonathan C. Parks, Esq.
Kirkpatrick & Lockhart, LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222-2312

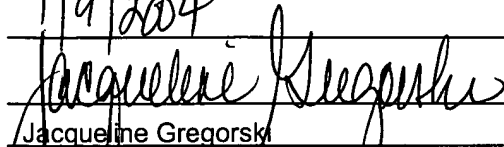
Declaration

I hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

Date

1/9/2004

Signature



Name

Jacqueline Gregorski

Title

Vice-President-BellSouth Intellectual Property Corporation

Assignment

WHEREAS, I, **Frederick James Diggle, III**, a citizen of the USA, residing at 2054-H Vestavia Park Court, City of Birmingham, State of Alabama, have invented certain inventions and improvements disclosed in an application for United States Letters Patent entitled **CUTTING GUIDE** executed on even date herewith, and listing as inventor(s): **Frederick James Diggle, III and Paul Brent Rivers**;

WHEREAS, **BellSouth Intellectual Property Corporation**, a Corporation of the State of Delaware, having a place of business at 824 Market Street, Suite 901, Wilmington, DE 19801, is desirous of acquiring title in the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Frederick James Diggle, III**, do sell, assign and transfer unto **BellSouth Intellectual Property Corporation**, full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to any divisional, continuation, and continuation-in-part applications describing in whole or in part said inventions and improvements, preparatory to obtaining Patents of the United States therefore, (iv) in and to all patents, reexaminations, and reissues that may be granted in the United States for the aforementioned, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from such provisional patent applications or aforementioned applications; I also hereby acknowledge that an obligation for this assignment and for the assignment of all related subject matter arose before the making of the invention and improvements disclosed and described in said application; and I hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a divisional, continuation, continuation-in-part, or reissue thereof, to, **BellSouth Intellectual Property Corporation** as Assignee, for their interest and for the sole use of **BellSouth Intellectual Property Corporation** and their assigns and legal representatives;

For the same consideration, I, do sell, assign and transfer to **BellSouth Intellectual Property Corporation** the full, exclusive and entire right, title and interest in and to any foreign application or applications corresponding to said application, in whole or in part, in countries other than the United States, in and to any Patents and similar protective rights granted on said foreign application, and in and to the right to claim any applicable priority rights arising from or required for said foreign application under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of **BellSouth Intellectual Property Corporation** and or their respective designees, insofar as permitted by applicable law;

AND, for the same consideration, I agree to sign all lawful papers, execute all divisional, continuation, continuation-in-part, reexamination, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **BellSouth Intellectual Property Corporation**, their successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Frederick James Diggle, III
Frederick James Diggle, III

11-25-03
Date

STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public in and for the State of Alabama, on this 25th day of November, 2003, personally appeared Frederick James Diggle, III who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

Paulita W. Still
NOTARY PUBLIC

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 20, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Assignment

WHEREAS, I, **Paul Brent Rivers**, a citizen of the USA, residing at 1886 County Road 255, City of Cullman, State of Alabama, have invented certain inventions and improvements disclosed in an application for United States Letters Patent entitled **CUTTING GUIDE** executed on even date herewith, and listing as inventor(s): **Frederick James Diggle, III and Paul Brent Rivers**;

WHEREAS, **BellSouth Intellectual Property Corporation**, a Corporation of the State of Delaware, having a place of business at 824 Market Street, Suite 901, Wilmington, DE 19801, is desirous of acquiring title in the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Paul Brent Rivers**, do sell, assign and transfer unto **BellSouth Intellectual Property Corporation**, full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to any divisional, continuation, and continuation-in-part applications describing in whole or in part said inventions and improvements, preparatory to obtaining Patents of the United States therefore, (iv) in and to all patents, reexaminations, and reissues that may be granted in the United States for the aforementioned, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from such provisional patent applications or aforementioned applications; I also hereby acknowledge that an obligation for this assignment and for the assignment of all related subject matter arose before the making of the invention and improvements disclosed and described in said application; and I hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a divisional, continuation, continuation-in-part, or reissue thereof, to, **BellSouth Intellectual Property Corporation** as Assignee, for their interest and for the sole use of **BellSouth Intellectual Property Corporation** and their assigns and legal representatives;

For the same consideration, I, do sell, assign and transfer to **BellSouth Intellectual Property Corporation** the full, exclusive and entire right, title and interest in and to any foreign application or applications corresponding to said application, in whole or in part, in countries other than the United States, in and to any Patents and similar protective rights granted on said foreign application, and in and to the right to claim any applicable priority rights arising from or required for said foreign application under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of **BellSouth Intellectual Property Corporation** and or their respective designees, insofar as permitted by applicable law;

AND, for the same consideration, I agree to sign all lawful papers, execute all divisional, continuation, continuation-in-part, reexamination, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **BellSouth Intellectual Property Corporation**, their successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Paul Brent Rivers
Paul Brent Rivers

11-25-03
Date

STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public in and for the State of Alabama, on this 25th day of November, 2003, personally appeared Paul Brent Rivers who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

Pauline Z. Spill
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 20, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS